Case 17-90063-1-rel Doc 71-2 Filed 02/03/21 Entered 02/03/21 09:16:11 Desc Declaration of James I. Marasco CPA/CFF CFE CIA in Opposition Page 1 of 17

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF NEW YORK ALBANY DIVISION	
In re:	Chapter 11
TURKEY LAKE, LLC, et al.,	Case No.: 15-12091 (REL)
Debtors,	(Jointly Administered)
ANTHONY GIORDANO, TRUSTEE,	
Plaintiff,	
-VS-	Adv. Proc. No.: 17-90063-1-rel
RIZZO, DIGIACCO, HERN & BANIEWICZ CPAS, PLLC,	
Defendant.	

DECLARATION, JAMES I. MARASCO, CPA/CFF, CFE, CIA

James Marasco, CPA/CFF, CFE, CIA, in accordance with 28 U.S.C. § 1746, declares as follows under penalty of perjury:

- 1. I am Managing Partner of EFPR Group and Partner of Litigation & Forensic Services for Stonebridge Business Partners, a specialty auditing, forensic accounting and consulting firm and related entity of EFPR Group, LLP, a Western New York-based certified public accounting firm from 1998 to the present. Attached as Exhibit "A" is a copy of my Curriculum Vitae.
- 2. This declaration is respectfully submitted in opposition to Anthony Giordano, Trustee's ("Mr. Giordano") motion seeking to disqualify me as the Defendant's expert in the instant matter.

- 3. Despite Mr. Giordano's and Maureen Bass's allegations, I was never retained or engaged by them as an expert or in any other capacity, nor do they even so allege.
- 4. While I have no recollection of having any telephone conversation with Mr. Giordano in 2016, I did attend a meeting, at which both Mr. Giordano and Ms. Bass were in attendance. At that meeting, I was not given any documents or information, confidential or in confidence, concerning this matter. At no time during the course of this meeting did Ms. Bass or Mr. Giordano tell me that my opinions or my conversation would be used to file a complaint in this matter. Nor did Mr. Giordano or Ms. Bass tell me to keep our conversations confidential. Had they told me that our conversations were to be used in that context I would have insisted that they sign an Engagement Letter and pay me for my services as an expert. At no time did anyone ever request that I sign any type of confidentiality agreement. Nor did I, simply as an accountant, have an obligation to keep this information confidential.
- 5. There was never any action taken to engage or retain my services in relation to this case. Had such a conversation occurred, I would have provided Mr. Giordano and Ms. Bass with a written engagement letter setting forth the terms and conditions of my services. No relationship was formed, expert, accountant-client or otherwise.
- 6. I was never asked to perform any services whatsoever by Mr. Giordano or Ms. Bass. In fact, after the meeting, I never heard back from either Ms. Bass or Mr. Giordano, nor was I compensated for my time for this meeting.
- 7. On or about November 30, 2017, I was contacted by Thomas B. Cronmiller, Esq., a partner at Barclay Damon LLP, inquiring if I would consult and perhaps provide testimony with respect to the instant lawsuit.

- 8. Thereafter, on December 12, 2017, I sent a formal letter of engagement to Mr. Cronmiller outlining, among other things, proposed services and fees. In addition, on page 3 of the letter, I disclosed that former counsel for Turkey Lake, LeClairRyan, discussed potentially retaining StoneBridge Business Partners in early 2016, but that engagement never happened.
- 9. On December 20, 2017, Thomas B. Cronmiller signed and returned the letter of engagement to me. A copy of the fully executed letter of engagement is attached as Exhibit "B."
- 10. Under the American Institute of Certified Public Accountants ("AICPA") Code of Professional Conduct, it was and remains my professional opinion that there was no conflict of interest preventing me from entering into an engagement with the Defendant and its counsel, Barclay Damon LLP, regarding this litigation.

In accordance with 28 U.S.C. 1746, I declare under penalty of perjury that the foregoing is true and correct.

DATED: February 2, 2021

James I. Marasco, CPA/CFF, CFE, CIA

Case 17-90063-1-rel Doc 71-2 Filed 02/03/21 Entered 02/03/21 09:16:11 Desc Declaration of James I. Marasco CPA/CFF CFE CIA in Opposition Page 4 of 17

MARASCO DECLARATION EXHIBIT "A"

EXHIBIT A - CURRICULUM VITAE JAMES I. MARASCO, CPA/CFF, CFE, CIA

Professional Experience

Present: Managing Partner, EFPR Group and Partner, Litigation & Forensic Services, Stonebridge

Business Partners, a specialty auditing, forensic accounting and consulting firm and related entity of EFPR Group, LLP, a Western New York-based certified public accounting firm, 1998

to present.

Business Address: 100 South Clinton Avenue, Ste 1500

Rochester, NY 14604

585.427.8900

Manager, Management Advisory Services, 1996 - 1998;

Accounting and Auditing Member, 1990 - 1996

Education

B.S. in Business Administration, St. Bonaventure University, 1990, Cum Laude Secondary Concentration, History

Affiliations and Credentials

Adjunct Professor of Forensic Accounting – St. John Fisher College (2013 to 2018)

Certified Public Accountant (1992 to present), licensed in NY, PA and FL

Certified Fraud Examiner (1997 to present)

Certified Internal Auditor (1998 to present)

Certified in Financial Forensics (2008 to present)

Member, American Institute of Certified Public Accountants

Member, New York State Society of Certified Public Accountants

Member, Institute of Internal Auditors

Member, Association of Certified Fraud Examiners

Member, Association of Healthcare Internal Auditors

Member, NYS Chapter of Special Investigation Units

CURRICULUM VITAE (Continued) JAMES I. MARASCO, CPA/CFF, CFE, CIA

Selected Speeches and Seminars Presented, Publications, etc.

- "Corporate Fraud," Presentation given to the local chapter of the New York State Society of CPA's, Rochester, New York, May 2008
- "Theft by Collusion-Five Times More Loss", Article published by Fraud Matters (A CPAmerica International Publication), Spring 2008
- "Economic Hard Times: The Impact on Fraud", Article published by Fraud Matters (A CPAmerica International Publication), Fall 2008
- "Fraud in a Recession", Presentation given to faculty and staff of St. Bonaventure University, St. Bonaventure, New York, October 2008
- "Investing is a minefield demanding careful steps,", Article published by Democrat & Chronicle, February 2009
- "Fraud du Jour", Article published by Rochester Business Journal, April 2009
- "Protect Yourself: Don't become a victim of a Ponzi Scheme", Article published by Fraud Matters (A CPAmerica International Publication), Spring 2009
- "Who's Minding Your Investments (or why you can't sleep at night)", Presentation given to the Monroe County Bar Association, Rochester, New York, October 2009
- "New Identity Theft "Red Flags Rule" Begins", Article published by Fraud Matters (A CPAmerica International Publication), Fall 2009
- "Increasing the Perception that Fraud will be Detected", Article published by Fraud Matters (A CPAmerica International Publication), Fall 2009
- "The Varying Faces of Fraud-who's wearing them and how do you safeguard against it", Presentation given at the annual fraud conference sponsored by the AGA-New York Capital Chapter, Albany, New York, November 2009
- "Don't Become a Victim of the Underground Economy", Article published by Fraud Matters (A CPAmerica International Publication), Winter 2010
- "Businesses Impacted by Growing Healthcare Fraud", Article published by Fraud Matters (A CPAmerica International Publication), Winter 2010
- "Protecting Your Intellectual Property from Fraud and Abuse", Article published by Fraud Matters (A CPAmerica International Publication), Spring 2010
- "Internal Revenue Service Cracking Down on Fraud", Article published by Fraud Matters (A CPAmerica International Publication), Spring 2010

JAMES I. MARASCO, CPA/CFF, CFE, CIA

- "Protecting Against Procurement Fraud, Article published by Fraud Matters (A CPAmerica International Publication), Summer 2010
- "Is Anything What is Seems?", Article published by The Daily Record), July 2010
- "Preventing and Responding to Identity Theft", Article published by Fraud Matters (A CPAmerica International Publication), Fall 2010
- "Investigating a Suspected Fraud: Why, When, How", Article published by Fraud Matters (A CPAmerica International Publication), Winter 2011
- "Your Phone may be Smart, but is it Safe?", Article published by The Daily Record), January 2011
- "Safeguarding Against Credit Card Fraud", Article published by Fraud Matters (A CPAmerica International Publication), Spring 2011
- "Does Fraud Really Thrive During a Recession?", Article published by The Daily Record, May 2011
- "External Threats Facing Your Organization", Article published by Fraud Matters (A CPAmerica International Publication), Summer 2011
- "Is Your Organization Required to be Compliant with the Red Flags Rule?", Article published by Fraud Matters (A CPAmerica International Publication), Summer 2011
- "Protecting Against Credit Card Fraud", Article published by Fraud Matters (A CPAmerica International Publication), Fall 2011
- "The Varying Faces of Fraud", Presentation given to the Rochester/Buffalo Chapter of the ASA, Batavia, New York, October 2011
- "Preventing Workers' Compensation Fraud", Article published by Fraud Matters (A CPAmerica International Publication), Winter 2012
- "Workers' Compensation the Common Misconception", Article published by Fraud Matters (A CPAmerica International Publication), Winter 2012
- "Fraud in the New Millennium", Presentation given to the Association for Financial Professionals of Western New York, Victor, New York, January 2012
- "Threats Facing Organizations in the Information Age:, Article published by The Daily Record, May 2012
- "Be sure Background Checks are Thorough", Article published by Inventory Counts (A CPAmerica International Publication), Fall 2012
- "Fraud Threats Facing Today's Businesses", Article published by Fraud Matters (A CPAmerica International Publication), Summer 2012

JAMES I. MARASCO, CPA/CFF, CFE, CIA

- "Staying in Compliance", Presentation given at the National Safe Environment/Victim Assistance Leadership Conference, Omaha, Nebraska, August 2012
- "Allegations & Audits", Presentation given to Roman Catholic Diocesan Personnel broadcast nationally from Washington, DC, October 2012.
- "Recovering Abandoned Funds in New York State", Live television interview on WROC Channel 8 Sunrise Program, Rochester, New York, December 17, 2012
- "Safeguarding Against Expense Reimbursement Fraud", Article published by Fraud Matters (A CPAmerica International Publication), Winter 2013
- "Using Social Media to Curtail Fraud", Article published by Fraud Matters (A CPAmerica International Publication), Winter 2013
- "The Importance of Background Checks and Monitoring", Presentation given at the National Safe Environment/Victim Assistance Leadership Conference, San Francisco, California, July 2013
- "Using the Public to Monitor Each Other", Article published by The Daily Record, July 8, 2013
- "Even After Death, Your Identity Still is at Risk", Article published by The Daily Record, August 12, 2013
- "Tis the Season for Fraud", Article published by The Daily Record, December 9, 2013
- "Protecting yourself against credit/debit card fraud", Article published by The Daily Record, February 12, 2014
- "Email Scams get tougher to spot", Article published by The Daily Record, April 2014
- "Your SBIR Can Get You Sued?: Fraud Enforcement Risks for Grant Recipients", Presentation given at the New York BIO- CONference, New York, New York, May 2014
- "Often Overlooked Consequences of Hiding Income", Article published by The Daily Record, June 2014
- "The Allure and Danger of Affinity Fraud Schemes", Article published by The Daily Record, August 2014
- "Exploitation Situation Investigation: Myths and Realities of a Financial Exploitation Investigation", Presentation given at the 2014 NYS Adult Abuse Training Institute, Albany, New York, September 2014
- "Should You Trust the Cloud?", Article published by The Daily Record, October 2014
- "Protecting Yourself Against Tax Return Fraud", Article published by The Daily Record, February 2015

JAMES I. MARASCO, CPA/CFF, CFE, CIA

- "Scammers Keeping up with Social Media", Article published by The Daily Record, April 2015
- "Fraud Can Follow You to the Grave with Funeral Fraud", Article published by the Daily Record, June 2015
- "Safeguards to Avoid Online Selling Schemes", Article published by the Daily Record, August 2015
- "Corporate Fraud the Executive's Survival Guide", Chapter contribution "Interviewing Skills and Techniques", October 2015
- "Clarifying the Issues Surrounding Chip-Enabled Credit Cards", Article published by the Daily Record, December 2015
- "Spotlight and the Catholic Church", Live television interview on WHAM Channel 13 Evening News, Rochester, New York, March 2016
- "Protecting Against Expense Reimbursement Fraud and Abuse", Article published by the Daily Record, June 2016
- "Voter Fraud", Article published by the Daily Record, November 2016
- "Tax Fraud", Live television interview on WROC Channel 8 Evening News, Rochester, New York, February 21, 2017
- "The Dangers of Open Wi-Fi", Article published by the Daily Record, February 2017
- "Keeping Your Tax Return Safe", Article published by the Daily Record, April 2017
- "Questions Arising from Common Myths", Article published by the Daily Record, June 2017
- "How Blockchain will Safeguard the Future", Article published by the Daily Record, November 2017
- "Understanding the Risks of Cryptocurrency", Article published by the Daily Record, February 2018
- "Is There Such Thing as Privacy Anymore?", Article published by the Daily Record, May 2018.
- "Are We Being Duped in the Foods we Purchase?", Article published by the Daily Record, July 2018.
- "Trying to Identify Fraud in your Organization", Article published by the Daily Record, September 2018.
- "Holiday Shoppers Be Warned", Article published by the Daily Record, November 2018.
- "Spotting Fraud and Identifying Threats in the Information Age", Presentation to the Office of DC Auditor, Washington, DC, February 2019.
- "Contractor Fraud", Article published by the Daily Record, March 2019.

JAMES I. MARASCO, CPA/CFF, CFE, CIA

"Man's best friend – do we know what we are feeding him?", Article published by the Daily Record, August 2019.

Deposition and Trial Testimony in Past Seven Years

State of New York v. Erin Hopkins (Criminal Action No. 12-355727), Monroe County Supreme Court. 7th Judicial District

Testified in grand jury

State of New York v. Sharon Morrison, State of New York Supreme Court. 6th Judicial District Testified in guardian petition hearing

Christopher DiMascio v. Jeffrey Kaplan, AAA Matter No.: 1 15 00081 12, Rochester, NY Testified in arbitration hearing

State of New York v. Andrzej Gierczak, State of New York County Court, 7th Judicial District. Testified in trial

Daniel F. Raider v. I Gordon Corporation, et al (Index No. 12/6678), State of New York Supreme Court, Monroe County.

Testified in deposition

A.R.K. Patent International, LLC, Tarksol, Inc. and A. Richard Koetzle v. Mark Levy and Mark Levy & Associates, PLLC (Index No.: 14260/07), State of New York Supreme Court, County of Monroe Testified in trial

Richard Shaheen v. Pinecrest Associates, et al (Case No. 01-16-0004-4654), Rochester, NY Testified in arbitration hearing

Bull Communications, Inc. v. Paetec Communications, Inc. and Windstream Corporation (Index No.: 10-7108), State of New York Supreme Court, County of Monroe Testified in deposition

The Official Committee of Unsecured creditors of Cornerstone Homes Inc. and Michael H. Arnold, Chapter 11 Trustee of Cornerstone Homes, Inc. v. First Citizens National Bank and The Community Preservation Corporation. (Case No.: 2-13-21103-PRW), US Bankruptcy Court, Western District of New York

Testified in deposition

Laureen Burke, M.D. v. Woman Gynecology & Childbirth Associates, PC (Index No.: 12-9440), State of New York Supreme Court, County of Monroe Testified in trial

JAMES I. MARASCO, CPA/CFF, CFE, CIA

Saetec, Inc. v. Paetec Communications, Inc. and Windstream Corporation (Index No.: 13-11176), State of New York Supreme Court, County of Monroe Testified in deposition

Robert M. Gleason, Jr. v. Schuler-Hass Electric Corp., Rochester, NY Testified in arbitration hearing

Hopkins of Sodus, LLC v. Water Wise of America, Inc. Rochester, NY Testified in arbitration hearing

Daniel Gerber, Frank Ciano, et al v. Goldberg Segalla, LLP (AAA No.: 01-17-9997-0352), Buffalo, NY Testified in arbitration hearing

David Lance New York, Inc. v. Scott Skoller, Adrian Jules, Ltd., SS Bespoke, Inc. and Patricia Espinoza (Index No.: 17-652892), State of New York Supreme Court, County of New York Testified in arbitration hearing (originally scheduled for trial)

Case 17-90063-1-rel Doc 71-2 Filed 02/03/21 Entered 02/03/21 09:16:11 Desc Declaration of James I. Marasco CPA/CFF CFE CIA in Opposition Page 12 of 17

MARASCO DECLARATION EXHIBIT "B"?

280 Kenneth Drive, Suite 100 | Rochester, New York 14623 | 585.295.0550 | StoneBridgeBP.com



December 12, 2017

PERSONAL AND CONFIDENTIAL

Barclay Damon, LLP Thomas B. Cronmiller, Esq. 2000 Five Star Bank Plaza 100 Chestnut Street Rochester, NY 14604

Re: <u>Turkey Lake, LLC and Anthony Giordano, Trustee vs. Rizzo DiGiacco Hern & Baniewicz, CPAs, PLLC</u>

Dear Mr. Cronmiller:

This letter agreement ("Agreement") describes the terms under which StoneBridge Business Partners, a division of EFPR Group CPAs, PLLC ("SBP" or our "Firm") will provide services to you and the fee arrangements in the above-referenced matter. We agree not to work for any other party involved in this matter.

PROPOSED SERVICES

We propose to provide litigation support services to assist your firm in the defense of Rizzo, DiGiacco, Hern & Baniewicz, CPAs, PLLC. We will assist in verifying the merits of the negligence claim being made by the Trustee in Bankruptcy (Anthony Giordano) on behalf of Turkey Lake, LLC, the debtor. If required, we will also provide expert testimony in this matter.

It is anticipated that we will review all financial records applicable to the Plaintiff's claim and review their expert's report. If requested, we will prepare our own rebuttal report in a court-accepted litigation format. The full scope of our work will be determined as the matter proceeds, and will be subject to the needs and requests made upon us. We agree to commence work on this matter as your consultants, and as such, we understand the work we do will be protected by the attorney/work-product privilege. We understand, however, you may desire us to testify in depositions or court as an expert witness in this matter. At the time you designate us as experts we understand that our work may not be subject to your privilege and our work may be discoverable by adverse parties.

QUALIFICATIONS

In addition to our professional credentials and experience in numerous compliance and litigation-related engagements, we have extensive in-house experience in the proper application of United States GAAP, SSAEs and the AICPA Professional Code of Conduct. Members of our firm also perform peer reviews of other CPA firms around the Northeast. When and if necessary, we will incorporate the expertise of

Case 17-90063-1-rel Doc 71-2 Filed 02/03/21 Entered 02/03/21 09:16:11 Desc Declaration of James I. Marasco CPA/CFF CFE CIA in Opposition Page 14 of 17

Thomas B. Cronmiller, Esq. December 12, 2017 Page 2 of 5

members of our firm in our research into this matter. The billing rates stated above will apply for all individuals involved.

PROPOSED SERVICES AND FEES

Charges for our services are based upon the amount of time expended on this matter and the hourly billing rates for the persons working on it. All of our professionals are assigned hourly rates that are a function of their seniority and experience. These hourly rates are revised from time to time, but normally not more often than annually. In staffing our engagements, we assign the professional who has both the training and experience necessary to complete the assignment.

The hourly professional rates vary according to the degree of responsibility involved and skill required as shown below.

Hourly Professional Rates

Partners	\$300
Directors/Managers	\$215
Other Staff	\$105-\$150

James I. Marasco, CPA, CFE, CIA will be the Partner in charge of the engagement. He may be assisted by Richard Davis, CPA, Partner. Additional staff will be assigned as required.

Partners, Managers and other staff will bill you at their hourly rate for time spent on both telephone calls they make and those they receive. The business hours of the firm are from 8:30 AM to 5:30 PM. After normal business hours, our Partners and Managers may be contacted by cell phone or by e-mail.

From time to time we may incur costs or expenses on your behalf. If travel, out-of-pocket, or miscellaneous expenses are incurred, they are charged at cost, and will only be incurred with prior approval from you.

All fees and expenses must be paid up to date before any reports are issued, or testimony given in deposition, mediation, arbitration or trial.

You may cancel the engagement in writing at any time with the understanding that we will be reimbursed for the time expended up to the date on which we receive written notice to terminate at our then current hourly rates, plus expenses.

Any invoice not paid within 30 days following presentation shall be subject to a finance charge of 1% each month. Should it be necessary to refer any invoice for collection or arbitration, you shall be responsible for all costs of collection and arbitration, including but not limited to reasonable attorney's fees. In the event that you disagree with or question any amount due under an invoice, you agree that you shall communicate such a disagreement to us in writing within 30 days of the invoice date. Any claim not made within that period shall be deemed waived, unless such period is extended by the parties.

Case 17-90063-1-rel Doc 71-2 Filed 02/03/21 Entered 02/03/21 09:16:11 Desc Declaration of James I. Marasco CPA/CFF CFE CIA in Opposition Page 15 of 17

Thomas B. Cronmiller, Esq. December 12, 2017 Page 3 of 5

The Firm reserves the right to withdraw from or stop work on this engagement if fees have not been paid as agreed. If this engagement is terminated prior to completion of the report, the Firm will bill for services rendered to the date of termination and will be due upon presentation.

CONFLICT OF INTEREST

Based upon our review of the information provided to us thus far, we are not aware of any matters that would create a conflict of interest for us in this matter. We have disclosed that former counsel (LeClairRyan) for the debtor discussed potentially retaining our services in early 2016, but that never came to fruition.

DISCLAIMER

We will read and analyze, to the extent available and relevant, contracts, financial statements and such other records or other documents we deem appropriate. In addition, outside research sources will be consulted as necessary. Factual information provided will be relied upon as being true and correct. We will not perform an Audit, Review, or Compilation of financial statements in the capacity of certified public accountants under the standards promulgated by the American Institute of Certified Public Accountants (AICPA).

You agree that all electronic data of the Firm is work product and contains information that may be protected by various legal privileges. You understand and agree that it is your duty to protect such electronic data as may concern this engagement by objecting to its production in discovery and obtaining appropriate protective orders. The electronic data of the Firm contains not only information related to this matter but also information related to the Firm and clients of the Firm. Electronic data includes but is not limited to data contained in computers, computer systems, networks, software and hardware, processing equipment, databases, e-mail, operating systems, mainframes, servers, desktop computers, workstations, laptop computers, handheld computers, palmtop computers, Internet, proprietary online services, ISPs, appliances, electronic devices, machinery and device controllers, disks (floppy and CD), and third party repositories.

The parties are cautioned to be discreet in the confidential information that they communicate to one another concerning this engagement when using either e-mail or cellular telephone.

The obligations of the Firm are solely obligations of SBP, and no principal, owner, employee, agent, contractor, shareholder or controlling person shall be subject to any personal liability whatsoever to any person, nor will any such claim be asserted by or on behalf of any other party to this agreement or any person relying on this report. In no event shall we be liable for consequential damages.

Thomas B. Cronmiller, Esq. December 12, 2017 Page 4 of 5

DETAILED TIME RECORDS

We will maintain detailed time records in conjunction with work performed for this engagement segregated by the individuals performing the services.

TIMING

Upon your acceptance, we are available to commence work immediately on this matter. You will find our work product and the reports we produce will be accurate, thorough and delivered timely.

DISPUTE RESOLUTION PROCEDURES

If any dispute, controversy or claim arises in connection with the performance or breach of this Agreement, either party may, upon written notice to the other party, request facilitated negotiations. Such negotiations will be assisted by a neutral facilitator acceptable to both parties and shall require the best efforts of the parties to discuss with each other in good faith their respective positions and, respecting their different interests, to finally resolve such dispute.

Each party may disclose any facts to the other party or to the facilitator which it, in good faith, considers necessary to resolve the dispute. However, all such disclosures will be deemed in furtherance of settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. Except as agreed by all parties, the facilitator will keep confidential all information disclosed during negotiations. The facilitator will not act as a witness for either party in any subsequent arbitration between the parties.

Such facilitated negotiations will conclude within sixty days from receipt of the written notice unless extended by mutual consent. The parties may also agree at any time to terminate or waive facilitated negotiations. The costs incurred by each party in such negotiations will be borne by it; the fees and expenses of the facilitator, if any, will be borne equally by the parties.

If any dispute, controversy or claim arises in connection with the performance or breach of this Agreement and cannot be resolved by facilitated negotiations (or the parties agree to waive that process) then such dispute, controversy or claim will be settled by arbitration in accordance with the laws of the State of New York and the then current Arbitration Rules for Professional Accounting and Related Disputes of the American Arbitration Association (AAA), except that no pre-hearing discovery shall be permitted unless specifically authorized by the arbitration panel, and shall take place in the city in which the SBP office providing the relevant services exists, unless the parties agree to a different locale.

Such arbitration shall be conducted before a panel of three persons, one chosen by each party and the third selected by the two party-selected arbitrators. The arbitration panel shall have no authority to award non-monetary or equitable relief, and any monetary award shall not include punitive damages. The confidentiality provisions applicable to facilitated negotiation shall also apply to arbitration.

The award issued by the arbitration panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. All reasonable costs of both parties, as determined by the arbitrators, including but not limited to: (1) the costs, including reasonable attorneys' fees, of the arbitration; (2) the fees and

Case 17-90063-1-rel Doc 71-2 Filed 02/03/21 Entered 02/03/21 09:16:11 Desc Declaration of James I. Marasco CPA/CFF CFE CIA in Opposition Page 17 of 17

Thomas B. Cronmiller, Esq. December 12, 2017 Page 5 of 5

expenses of the AAA and the arbitrators; and (3) the costs, including reasonable attorneys' fees, necessary to confirm the award in court shall be borne entirely by the non-prevailing party (to be designated by the arbitration panel in the award) and may not be allocated between the parties by the arbitration panel.

We trust this proposal covers the issues that are relevant to your needs. If you have any questions, please call us. If you are in agreement with the terms of this engagement letter, please indicate so by signing below and forwarding a copy of it to us.

Thank you for the confidence you have expressed in our firm. We look forward to working with you toward a successful conclusion of this matter.

Sincerely,

STONEBRIDGE BUSINESS PARTNERS

James I. Marasco, CPA, CFE, CIA Partner, Forensic & Litigation Services

Response:

This letter correctly sets forth the understanding and agreement of Barclay Damon, LLP, as counsel for Rizzo, DiGiacco, Hern & Baniewicz, CPAs, PLLC.

Name (Prin	t): /homas	B. Croumiller
Signature _	7 B.	Cla
Title	Parther	
Date	12/20/17	